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Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Motors Liquidation
Company GUC Trust

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
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**MOTORS LIQUIDATION COMPANY GUC TRUST'S REPLY
TO JANE C. BOGUE'S RESPONSE TO THE 181ST OMNIBUS OBJECTION
TO CLAIMS (WELFARE BENEFITS CLAIMS OF RETIRED
AND FORMER SALARIED AND EXECUTIVE EMPLOYEES)**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”)¹ in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time), files this reply (the “**Reply**”) to the Bogue Response (defined below) interposed to the 181st Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (ECF No. 8864) (the “**Omnibus Objection**”), and respectfully represents:

Preliminary Statement

1. On January 26, 2011, the Debtors filed the Omnibus Objection. The Omnibus Objection seeks the disallowance and expungement of certain compensation and welfare benefits claims of retired and former salaried and executive employees of the Debtors on the basis that such claims (i) are related to unvested welfare benefits that were capable of being modified or terminated by the Debtors at will pursuant to the terms of the operative documents governing such welfare benefits and were modified or terminated in accordance with such operative documents, and (ii) to the extent modified, have otherwise been assumed by New GM² pursuant to the terms of the Master Purchase Agreement and, as described in the Omnibus Objection, are not the responsibility of the Debtors or the GUC Trust and, therefore, should be disallowed and expunged from the claims register.

¹ The Debtors are Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”), MLCS, LLC (f/k/a Saturn, LLC), MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation), MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.), Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Omnibus Objection.

2. Responses to the Omnibus Objection were due by February 22, 2011. The response listed on **Exhibit “1”** annexed hereto, and described further herein, was filed at ECF No. 9378 with respect to the Omnibus Objection (the “**Bogue Response**”) by Jane C. Bogue relating to her claim, Proof of Claim No. 3201 (the “**Welfare Benefits Claim**,” which includes the “**Continuing Life Insurance Claim**”), regarding the reduction of basic life insurance benefits (“**Continuing Life Insurance Benefits**”).

3. The Bogue Response is generally not substantive, but is critical of the reduction or termination of welfare benefits provided to retired and former salaried and executive employees of the Debtors. After reviewing the Bogue Response, the GUC Trust³ respectfully reiterates the Debtors’ position in the Omnibus Objection and further submits that Ms. Bogue has failed to provide any legal or factual support for the Welfare Benefits Claim, and, as a result, it should be disallowed and expunged. The Bogue Response alleges the same facts provided by, and does not take any position different from the position taken by another former employee of the Debtors, George Cobble Jr., with respect to the alleged vesting of Mr. Cobble’s Continuing Life Insurance Benefit, which was disallowed and expunged by an order of the Court, dated February 8, 2012 (ECF No. 11391).⁴

4. Notwithstanding Ms. Bogue’s opposition, the Bogue Response should be overruled because (i) the Debtors had a right to amend or terminate the employee welfare benefits plans (the “**Welfare Benefits Plans**”) providing medical, dental, vision, and life

³ While the Omnibus Objection was filed by the Debtors, this Reply is being filed by the GUC Trust because, pursuant to the Plan, the GUC Trust now has the exclusive authority to prosecute and resolve objections to Disputed General Unsecured Claims (as defined in the Plan).

⁴ Mr. Cobble filed Proof of Claim No. 64959, which was objected to in the Debtors’ 171st Omnibus Objections to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (ECF No. 6740). Mr. Cobble’s reply to the 171st omnibus objection appears at ECF No. 7074. The GUC Trust’s response to Mr. Cobble’s reply is at ECF No. 11283.

insurance benefits (the “**Welfare Benefits**”), including those on which the Welfare Benefits Claim is based, without further liability, and in all relevant instances did so, and (ii) New GM otherwise assumed Welfare Benefits as they existed on the Closing Date and continues to provide Welfare Benefits as modified prior to their assumption by New GM, and consequently the Debtors and the GUC Trust have no liability for the Welfare Benefits Claim (which, as noted above, includes a Continuing Life Insurance Claim). Accordingly, the GUC Trust files this Reply in support of the Omnibus Objection and respectfully requests that the Welfare Benefits Claim be disallowed and expunged from the claims register.

5. The Debtors and the GUC Trust are, of course, sympathetic to the impact that the financial problems of the Debtors have had on Ms. Bogue’s Welfare Benefits. However, in view of the Debtors’ liquidation and under applicable law, there should be no other outcome.

The Welfare Benefits Claim Should Be Disallowed and Expunged

6. Ms. Bogue has failed to demonstrate the validity of her Welfare Benefits Claim, and it should therefore be disallowed and expunged. *See, e.g., In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff’d*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010) (claimant has burden to demonstrate validity of claim when objection is asserted refuting claim’s essential allegations).

I. The Welfare Benefits Claim Should Be Disallowed As Debtors Had Right to Amend or Terminate Each Welfare Benefits Plan

7. The Bogue Response states opposition to the relief sought in the Omnibus Objection with respect to the Welfare Benefits Claim, which relates to the Debtors’ reduction, as of August 1, 2009, of the maximum amount of Continuing Life Insurance Benefits to \$10,000 (self-funded by General Motors Corporation (hereafter “**GM**”) and subsequently by General Motors Company (“**New GM**”)), which would be paid by GM and subsequently New GM to the

beneficiaries of eligible deceased retirees to receive such benefit upon their death (*i.e.*, those whose most recent date of hire (or adjusted service date) was prior to January 1, 1993).

8. In the Bogue Response, Ms. Bogue has not demonstrated that the Debtors were bound by any legal or contractual requirement to continue to provide her, or other retired and former salaried and executive employees, with the Welfare Benefits on a permanent basis. The Omnibus Objection explains that the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), comprehensively regulates employer-provided welfare benefits plans, and that ERISA does not require an employer to provide or to vest welfare benefits. Welfare benefits provided under the terms of a welfare benefits plan may therefore be reduced or forfeited in accordance with the terms of the applicable welfare benefits plan. 29 U.S.C. § 1051(1); *see Moore v. Metro. Life Ins. Co.*, 856 F.2d 488, 491 (2d Cir. 1988); *Sprague v. Gen. Motors Corp.*, 133 F.3d 388, 400 (6th Cir. 1998).

9. In addressing claims similar to Ms. Bogue’s Welfare Benefits Claim, the U.S. Supreme Court has noted that welfare plans such as the Welfare Benefits Plans are specifically exempted from vesting requirements (to which pension plans are subject) under ERISA, and accordingly, employers “are generally free under ERISA, for any reason at any time, to adopt, modify or terminate welfare plans.” *Curtiss-Wright Corp. v. Schoonejongen*, 514 U.S. 73, 78 (1995) (citing *Adams v. Avondale Indus., Inc.*, 905 F.2d 943, 947 (6th Cir. 1990)). *See also Joyce v. Curtiss Wright Corp.*, 171 F. 3d 130 (2d Cir. 1999) (stating the general rule that under ERISA an employer welfare plan is not vested and that an employer has the right to terminate or unilaterally amend the plan at any time). As noted in the Omnibus Objection, however, the Sixth Circuit has recognized that once welfare benefits are vested, they are rendered forever unalterable. *See also Devlin v. Empire Blue Cross and Blue Shield*, 274 F.3d

76, 82 (2nd Cir. 2001)(quoting *Am. Fed’n of Grain Millers, AFL-CIO v. Int’l Multifoods Corp.*, 116 F.3d 976, 980 (2d Cir. 1997) (“If a [plan] document unambiguously indicates whether retiree ... benefits are vested, the unambiguous language should be enforced”).

10. Thus, Ms. Bogue bears the burden of showing that the Debtors intended to vest the Welfare Benefits, and did *in fact* vest the Welfare Benefits, such that Ms. Bogue has a contractual right to the perpetual continuation of her Welfare Benefits at a contractually specified level.

11. In the Bogue Response, Ms. Bogue has not provided any evidence that contradicts the Debtors’ common practice of advising participants of the Welfare Benefits Plans of the Debtors’ right to amend or terminate the Welfare Benefits at any time. Moreover, Ms. Bogue has not provided any evidence of a separate, affirmative contractual obligation on the part of the Debtors to continue to provide the Welfare Benefits specifically to Ms. Bogue. Therefore, the Debtors and the GUC Trust do not have any liability with respect to the reduction in or discontinuation of the Welfare Benefits.

12. In the Bogue Response, Ms. Bogue opposes the disallowance and expungement of her Continuing Life Insurance Claim on the basis that the Continuing Life Insurance benefits are vested rather than unvested. In support, Ms. Bogue provides a one-page letter from the Debtors to Ms. Bogue following her retirement from employment with the Debtors (the “**Retiree Servicing Center Letter**”). Each Retiree Servicing Center Letter generally contains the following standard language:

As a retiree of General Motors with 10 or more years of participation in the Life and Disability Benefits Program, you are eligible for Continuing Life Insurance. Our insurance records, as of the date of this letter, show the Continuing Life Insurance has now fully reduced to the ultimate amount of \$[*stated amount*].

This ultimate amount will remain in effect for the rest of your life and is provided by General Motors at no cost to you.

13. In the Bogue Response, Ms. Bogue does not provide any explanation for why the Retiree Servicing Center Letter she received should be read as ensuring the vesting of a benefit, rather than a mere acknowledgement by her former employer of the reduction of a lifetime death benefit amount in accordance with the written terms of the applicable life insurance plan then in effect and subject to the plan sponsor's continuing right to change the terms of the life insurance plan.

(A) Neither the Debtors' Salaried Life Insurance Plan Nor the Retiree Servicing Center Letter Provides Ms. Bogue with a Permanent Contractual Right to Continuing Life Insurance Benefits at a Guaranteed Amount

14. In the Bogue Response, Ms. Bogue provides a copy of a Retiree Servicing Center Letter from the GM National Benefit Center ("**Retiree Servicing Center**"). GM self-administered its life insurance benefits until some point in the 1990s, at which time it transferred administration of life insurance benefits to MetLife, a third party administrator. To enable MetLife to be readily identifiable as GM's administrator for life insurance benefits, GM permitted MetLife to use the prior name of their internal benefits administrator, the General Motors National Benefits Center and/or Retiree Servicing Center.

15. The Retiree Servicing Center Letter and letters substantially similar to it were routinely sent out by mail from the Retiree Servicing Center to each retiree of General Motors Corporation entitled to a Continuing Life Insurance Benefit (which was a continuation of the retiree's basic life insurance benefit offered to them while they were active employees). The letters were routinely sent out at the time that a scheduled reduction to the retiree's Continuing Life Insurance Benefit had reduced to the maximum amount pursuant to the terms then in effect

under the General Motors Life and Disability Benefits Program for Salaried Employees, as amended from time to time (“**Debtors’ Salaried Life Insurance Plan**”).

16. As explained above with respect to the Debtors’ right to amend or terminate other Welfare Benefits, ERISA does not require an employer to provide or to vest life insurance benefits. Insurance benefits provided under the terms of a welfare benefits plan may therefore be reduced or forfeited in accordance with the terms of the applicable welfare benefits plan. 29 U.S.C. § 1051(1); *see Moore v. Metro. Life Ins. Co.*, 856 F.2d 488, 491 (2d Cir. 1988).

17. ERISA provides that the contractual rights established under a welfare benefits plan must be in writing and contained in the plan document for the welfare benefits plan, and furthermore, requires that a welfare benefits plan sponsor provide a summary plan description (and as necessary, summaries of material modifications) of the plan and the terms of benefits provided under the plan to participants of the plan; however, the summary plan description does not establish any contractual rights not provided by the plan document. *Cigna Corp. v. Amara*, 000 U.S. 09-804 (2011) (holding that a summary plan description has no contractual authority because it does not constitute a part of the plan document; however, plan participants may seek appropriate equitable relief in the case of a false or misleading summary plan description). Communications from the plan sponsor to plan participants, such as the Retiree Servicing Center Letter received by Ms. Bogue, are neither summary plan descriptions nor summaries of material modifications. Even so, by the reasoning of *Amara*, the Retiree Servicing Center Letter does not supersede the terms of the Debtors’ Salaried Life Insurance Plan, which provided the Debtors the right to amend, modify or terminate the Continuing Life Insurance benefits at any time.

18. The Debtors clearly and unambiguously reserved their right to amend or terminate the Continuing Life Insurance Benefit under the terms of the plan documents and the summary plan descriptions of the Debtors' Salaried Life Insurance Plan provided and made available to Ms. Bogue during her employment period, and therefore, neither the Retiree Servicing Center Letter received by Ms. Bogue nor the plan documents create any vested contractual rights to the Continuing Life Insurance benefits. Section 3.05 of the most recent restatement of the Debtors' Salaried Life Insurance Plan, as amended effective January 1, 2007, provides:

The Corporation reserves the right to amend, modify, suspend or terminate the Program in whole or in part, at any time by action of its Board of Directors or other committee or individual expressly authorized by the Board to take such action. The benefits available to Employees are determined solely by the terms of this Program. Absent express delegation of authority from the Board of Directors, no one has the authority to commit the Corporation to any benefit or benefit provisions not provided under the terms of this Program.

Because ERISA does not require the vesting of welfare benefits, such provision reserved the Debtors' right to modify Continuing Life Insurance benefits by amendment of Debtor's Salaried Life Insurance Plan. Moreover, the Debtors could terminate the plan. Clearly, no vested rights were created under the plan. The following reservation of rights to amend or terminate benefits is prominently stated on the second page of a recent benefits handbook for salaried retirees containing the summary plan description of Debtors' Salaried Life Insurance Plan:

General Motors Corporation reserves the right to amend, change, or terminate the Plans and Programs described in this booklet. The Plans and Programs can be amended only in writing by an appropriate committee or individual as expressly authorized by the Board of Directors. No other oral or written statements can change the terms of a benefit Plan or Program.

The same or substantially similar reservation of rights language is prominently stated on the second page of benefits handbooks for salaried retirees issued by the Debtors in 1996, 2000, and 2005. Ms. Bogue was therefore clearly on notice of this reservation of rights, as she would have seen it prominently displayed in the benefits handbooks for salaried retirees that she received along with every other retiree with such benefits.

19. On the basis of such language, the Sixth Circuit in *Sprague* reviewed the plan documents and summary plan descriptions of certain of the Debtors' salaried welfare benefits plans, as contained in benefits handbooks regularly provided by Debtors to their employees and retirees, and concluded that the Debtors' salaried welfare benefits plans explicitly permitted the Debtors to unilaterally amend, terminate or modify the salaried welfare benefits provided under such plans. The Sixth Circuit's opinion in *Sprague* contains the following description of the Debtors' reservation of rights to change or terminate health care benefits at any time, which reservation would have equally pertained to the right to change or terminate life insurance benefits, the summary plan description of which was contained in the same booklet as contained the summary plan description of the health plan:

GM has long made it a practice to inform its salaried employees and retirees of their health care coverage by providing them booklets containing summaries of the company's health insurance policies and programs. Prior to 1974 GM put out a booklet entitled "The GM Insurance Program for Salaried Employees." After ERISA took effect in 1974 the booklet became "Highlights of Your GM Benefits." Beginning in 1977, GM also issued a booklet called "Your Benefits in Retirement." Each of these publications

went through a series of different editions [...] and most of the booklets also put plan participants on notice of GM's right to change or terminate the health care plan at any time:

“General Motors believes wholeheartedly in this Insurance Program for GM men and women, and expects to continue the Program indefinitely. However, GM reserves the right to modify, revoke, suspend, terminate, or change the Program, in whole or in part, at any time....” The General Motors Insurance Program for Salaried Employees (1965, 1968, and 1971).

“General Motors Corporation reserves the right to amend, change or terminate the Plans and Programs described in this booklet.” Your GM Benefits (1985).

“The Corporation reserves the right to amend, modify, suspend, or terminate its benefit Plans or Programs by action of its Board of Directors.” Your Benefits in Retirement (1985).

Sprague v. Gen. Motors Corp., 133 F.3d 388 (6th Cir. 1998) at 400.⁵

20. As evidenced by the description set forth in *Sprague* and as confirmed by the Debtors, GM had a long-term practice of providing explicit notice to participants of their reservation of rights to amend or terminate salaried welfare benefits at any time through the issuance of benefits handbooks to both active and retired employees on a regular basis spanning over a period of 47 years or more (*i.e.*, since at least 1965). This means that Ms. Bogue would have been on notice from the start of and through the end of her career with General Motors Corporation that her employer had reserved its rights to amend or terminate her basic life insurance benefit and/or their Continuing Life Insurance benefit.

⁵ The Sixth Circuit found: “Most of the summary plan descriptions unambiguously reserved GM’s right to amend or terminate the plan. For example: ‘General Motors Corporation reserves the right to amend, change or terminate the Plans and Programs described in this booklet.’ Your GM Benefits (1984) [and] ‘The Corporation reserves the right to amend, modify, suspend or terminate the Program in whole or in part, at any time, by action of its Board of Directors.’ Your Benefits in Retirement (1985).” 133 F.3d at 400.

21. The Second Circuit has held that an employer's reservation of rights to amend or to terminate insurance benefits was sufficient to preclude such insurance benefits from being susceptible to being interpreted as promises of vested lifetime insurance benefits:

Here ... we have [SPD or Summary Plan Description] language that both appears to promise lifetime life insurance coverage at a particular level and clearly reserves Empire's right to amend or terminate such coverage. Because the same document that potentially provided the 'lifetime' benefits also clearly informed employees that these benefits were subject to modification, we conclude that the language contained in the 1987 SPD is not susceptible to an interpretation that promises vested lifetime life insurance benefits.

The Sixth Circuit has similarly concluded, where a group of General Motors retirees challenged a reduction in health coverage, that the relevant SPD provided that lifetime health coverage would be provided at no cost. *See Sprague v. Gen. Motors Corp.*, 133 F.3d 388, 401 (6th Cir. 1998) (*en banc*). The same SPD also provided that 'General Motors Corporation reserves the right to amend, change or terminate the Plans and Programs described in this booklet.' *Id.* The Sixth Circuit reasoned:

"We see no ambiguity in a summary plan description that tells participants both that the terms of the current plan entitle them to health insurance at no cost throughout retirement and that the terms of the current plan are subject to change.... As the Third Circuit explained in a similar case, 'the promise made to retirees was a qualified one: the

promise was that retiree medical benefits were for life provided the company chose not to terminate the plans, pursuant to clauses that preserved the company's right to terminate the plan under which those benefits are provided.' *Id.* (quoting *In re Unisys Corp. Retiree Med. Benefit ERISA Litig.*, 58 F.3d 896, 904 n.12 (3d Cir. 1995))." *Abbruscato v. Empire Blue Cross and Blue Shield*, 274 F. 3d 90, 99-100 (2nd Cir. 2001)

22. Each summary plan description of the Debtors' Salaried Life Insurance

Plan contained in the employee handbooks issued over the years has contained a description of the Continuing Life Insurance benefits and an explanation of the manner in which the Continuing Life Insurance benefits were to be reduced upon or during the retirement of a retiree. Pursuant to the terms of the Debtors' Salaried Life Insurance Plan, the Continuing Life Insurance Benefit was, upon retirement or age 65, subject to reduction in the case of all of the Debtors' retirees eligible for such benefit depending on when the retiree retired. In addition to notice provided by the summary plan descriptions, the Debtors were in the practice of notifying retirees of such reductions in the form of the Retiree Servicing Center Letters.

23. In connection with their insolvency, following approval by the Employee

Benefits Plans Committee of Debtor's Board of Directors, the Debtors reduced to \$10,000 the maximum amount of the Continuing Life Insurance Benefit that would be paid by the Debtors (and subsequently by New GM) to the beneficiaries of a retiree eligible to receive such benefit upon death (*i.e.*, those whose most recent date of hire (or adjusted service date) was prior to January 1, 1993). The reduction was effected by amendment of the Salaried Life Insurance Plan made by the Employee Benefits Plans Committee of Debtor's Board of Directors on June 19, 2009, who had been expressly delegated by the Board of Directors the authority to amend the Debtors' Welfare Benefits Plans.

24. Pursuant to the terms of the Debtors' Salaried Life Insurance Plan, upon attaining age 65, retirees were no longer required to make contributions to maintain their Continuing Life Insurance benefits. Reduction of the maximum amount of the Continuing Life Insurance benefits has not changed this fact.

25. Upon reduction of the Continuing Life Insurance Benefit in connection with their insolvency, the Debtors provided retirees with the opportunity to supplement the reduced amount of their Continuing Life Insurance benefits by enrolling in a voluntary life insurance program through MetLife. By virtue of the supplemental program, Ms. Bogue was fully eligible, at her cost, to continue to be covered by the life insurance benefit at the same level as prior to the reduction in her Continuing Life Insurance benefits.

(B) The Retiree Servicing Center Letter Does Not Create A New Contract With Ms. Bogue

26. In the Bogue Response, Ms. Bogue has not provided any evidence that contradicts the Debtors' common practice of advising participants of the Debtors' Salaried Life Insurance Plan of the Debtors' right to amend or terminate the Continuing Life Insurance benefits at any time. Moreover, Ms. Bogue has not provided any evidence of an affirmative contractual obligation on the part of the Debtors separate from the terms of Debtors' Salaried Life Insurance Plan to permanently provide the same level of Continuing Life Insurance benefits specifically to Ms. Bogue. The Retiree Servicing Center Letter refers to and explains a "Continuing Life Insurance" benefit, which appearing as a capitalized term explicitly relates to, and is one and the same with, the basic life insurance benefit provided to Debtors' retirees pursuant to Debtors' Salaried Life Insurance Plan. Ms. Bogue should readily have recognized "Continuing Life Insurance" as a defined term of the Debtors' Salaried Life Insurance Plan, of which she would have been familiar by having read, over the past 47 years or more, employee

benefits handbooks and summary plan descriptions related to the Continuing Life Insurance. Moreover, the Retiree Servicing Center Letter received by Ms. Bogue directly refers to the applicability of Debtors' Salaried Life Insurance Plan in prefacing eligibility for such Continuing Life Insurance Benefit (which had been reduced) on Ms. Bogue status as a "a retiree of General Motors with 10 or more years of participation in the Life and Disability Benefits Program." Therefore, the Retiree Servicing Center Letter clearly indicated that the Continuing Life Insurance benefits were fully subject to the terms of the Debtors' Salaried Life Insurance Plan and, as such, could not have been subject only to the terms set forth on the single page of the Retiree Servicing Center Letter. The Retiree Servicing Center Letter could therefore not serve to have vested Ms. Bogue in any new life insurance obligations on the part of the Debtors.

27. The Retiree Servicing Center Letter was not approved by the Board of Directors of GM at any time. It was not an authorized amendment of the Debtors' Salaried Life Insurance Plan or modifications of the Continuing Life Insurance benefits. The Retiree Servicing Center Letter sent to Ms. Bogue was merely a communication with Ms. Bogue with respect to a change in the benefit amounts of her Continuing Life Insurance pursuant to the terms of Debtors' Salaried Life Insurance Plan.

28. The Retiree Servicing Center Letter was sent to Ms. Bogue after her retirement, during a period which she was no longer providing services to the Debtors, and therefore cannot reasonably be construed as an inducement for Ms. Bogue to provide new services to the Debtors, or to retire. Indeed, Ms. Bogue never used the provision of permanent, unalterable welfare benefits as a form of consideration inducing retirement. Rather, even for employees who elected to participate in early retirement window programs (consideration for which was typically in cash), retiree medical, life insurance and all other welfare benefits would

have been the same following retirement as for regular retirees. Given such treatment, there would be no reason to provide any separate communication to window program participants with respect to their welfare benefits, such as a letter promising permanent lifetime benefits.

29. The Retiree Servicing Center Letter does not contain any language establishing it as a new contract between Ms. Bogue and her former employer. To establish the Retiree Servicing Center Letter as such, under the standard of the Second Circuit, Ms. Bogue “must first identify ‘specific written language that is reasonably susceptible to interpretation as a promise.’” *Devlin v. Empire Blue Cross and Blue Shield*, 274 F.3d 76, 103 (2nd Cir. 2001) (quoting *Joyce*, 171 F.3d at 134).

30. The Second Circuit in *Devlin* discussed an example of language offering a benefit that could have been susceptible to induce employees to perform without having been negated by the employer’s reservation of its right to amend or terminate the benefit (which Empire’s pre-1987 summary plan description had not done) and that is reasonably susceptible to interpretation as a promise:

Plaintiffs direct our attention to two sentences within the pre-1987 [summary plan description]s. The first provides that ‘retired employees, after completion of twenty years of full-time permanent service and at least age 55 will be insured.’ J.A. at 522 (emphasis added). We believe that this statement can be reasonably read as promising such insurance so long as employees retire after age 55 and have provided full-time permanent service to Empire for at least twenty years. This provision can be construed as an offer that specifies performance as the means of acceptance -- sometimes referred to as an offer for a unilateral contract -- and promises lifetime life insurance benefits upon performance. Therefore, by ‘performing’ (that is, working for at least twenty years until attaining the age of 55), the plaintiffs accepted this offer. Restatement (Second) of Contracts 45(1) (1981). Where the offeror did not explicitly reserve the power to revoke, such an offer cannot be revoked once the offeree has begun to perform. See *id.* 45 & cmt. d (‘The beginning of performance . . . completes the manifestation of mutual assent and furnishes

consideration.’). Therefore, Empire's reliance on its 1987 [summary plan description], ‘Your Handbook,’ for its reservation of the right to modify the life insurance benefits is unavailing. We reject Empire's argument because after the plaintiffs began performance, pursuant to the pre-1987 [summary plan description]s, Empire was not free to revoke. *Id.* at 84.

Contrary to the facts with respect to Empire’s failure to reserve its right in pre-1987 summary plan descriptions to amend or terminate the life insurance benefit, the Debtors have had a long-term practice over at least the past 47 years, and most likely for an even longer period of time, to provide explicit notice in each of their summary plan descriptions of their right to amend or terminate life insurance benefits at any time. Moreover, by the time that Ms. Bogue had received the Retiree Servicing Center Letter in question, she had retired and could no longer be induced to perform any services for the Debtors, nor be induced to retire a second time, and so, the contents of the applicable Retiree Servicing Center Letter could not have been susceptible to interpretation as a promise.

31. Though Ms. Bogue has not made any such argument or suggestion, it cannot be said that Ms. Bogue relied on the qualified statement made in the Retiree Servicing Center Letter to her detriment. In order to prevail on a claim of promissory estoppel under ERISA in the Second Circuit, Ms. Bogue must establish: “(1) a promise, (2) reliance on the promise, (3) injury caused by the reliance, and (4) an injustice if the promise is not enforced.” *Aramony v. United Way Replacement Benefit Plan*, 191 F.3d 140, 151 (2d Cir. 1999) (quoting *Schonholz v. Long Island Jewish Med. Ctr.*, 87 F.3d 72, 79 (2d Cir. 1996). Additionally, “an ERISA plaintiff must ‘adduce[...] not only facts sufficient to support the four basic elements of promissory estoppel, but facts sufficient to [satisfy an] ‘extraordinary circumstances’ requirement as well.’” *Aramony*, 191 F.3d at 151 (quoting *Devlin v. Transp. Comms. Int’l Union*, 173 F.3d 94, 102 (2d Cir. 1999)). The Second Circuit in *Devlin* cited that “*Schonholz*

provides an example of such extraordinary circumstances, where the employer used promised severance benefits to induce the plaintiff to retire.” *Devlin*, 274 F.3d at 86 (quoting *Schonholz*, 87 F.3d at 79-80).

32. With respect to the Continuing Life Insurance Claims, there was no promise to provide permanent basic life insurance benefits at the same level where the Debtors had provided explicit notice to Ms. Bogue over the past 47 years or more, that they could amend or terminate the basic life insurance benefits at any time (*i.e.*, in a manner discussed by *Abbruscato, supra*). Because there was no promise of a permanent benefit, there could be no reliance on such promise. It has been demonstrated that the Retiree Servicing Center Letter itself did not create a separate obligation on the Debtors to provide a benefit separate from benefits offered under Debtors’ Salaried Life Insurance Plan, and as such, the Retiree Servicing Center Letter in and of itself could not have created a promise nor could it have been susceptible to interpretation as a promise.

33. Nor were there any facts that may separately support the existence of extraordinary circumstances in the case of either the Retiree Servicing Center Letter or the reduction in 2009 of the Continuing Life Insurance. Basic life insurance is a benefit that is commonly provided by employers on an unvested basis, and is accordingly assumed by most employees and retirees to be a benefit that could be lost at any time, absent an extraordinary circumstance, such as a separate, express contractual commitment. With respect to the Continuing Life Insurance Claims, Ms. Bogue has not suggested any extraordinary circumstances with respect to her right to Continuing Life Insurance, such as receiving it as an inducement to enter into employment or to retire early. No such extraordinary circumstance could exist where the Debtors have clearly and unambiguously represented to their employees

and retirees over the past 47 years or more of their right to amend or terminate life insurance benefits at any time. Moreover, at the time that Ms. Bogue received the Retiree Servicing Center Letter and at the time that the Debtors provided notice in June 2009 to Ms. Bogue of the reduction in their Continuing Life Insurance benefits, Ms. Bogue had already retired and could therefore neither have been induced to perform (*i.e.*, in a manner discussed by *Devlin, supra*) or otherwise made to rely in any manner constituting an extraordinary circumstance.

II. Ongoing Benefits Have Been Assumed by New GM

34. On the Closing Date, New GM completed its purchase of certain assets in accordance with the Master Purchase Agreement. Pursuant to Section 6.17(e) of the Master Purchase Agreement (*Assumption of Certain Parent Employee Benefit Plans and Policies*), New GM assumed the plans specified in a disclosure schedule, and the Welfare Benefits Plans (including Debtors' Salaried Life Insurance Plan) are set forth on that schedule. New GM assumed the obligation to provide the Welfare Benefits to the extent required to be provided under the terms of the applicable Welfare Benefits Plan in effect on the Closing Date, including both responsibility for all claims incurred prior to the Closing Date and all future claims properly payable pursuant to the terms of the applicable Welfare Benefits Plan in effect when such claims are incurred. Therefore, the Debtors and the GUC Trust do not have any liability with respect to Welfare Benefits (including the Continuing Life Insurance benefits) that have been assumed by New GM, and Ms. Bogue has not provided any credible factual or legal basis to suggest otherwise.

The Bogue Response

Claim No. 3201

35. On February 22, 2011, the Bogue Response was filed on behalf of Jane C. Bogue at ECF No. 9378, stating opposition to the relief sought in the Omnibus Objection with

respect to her Welfare Benefits Claim (*See* Proof of Claim 3201 annexed as **Exhibit “2”** hereto and Bogue Response annexed as **Exhibit “3”** hereto). In the Bogue Response, Ms. Bogue opposes the disallowance and expungement of her Welfare Benefits Claim on the basis that she was promised life insurance for the rest of her life and that the disallowance is “not right.” Included with the Bogue Response is a copy of a Retiree Servicing Center Letter. Ms. Bogue does not provide any explanation for why the Retiree Servicing Center Letter should be read as ensuring the vesting of a benefit, rather than a mere acknowledgement by her former employer of the reduction of a lifetime death benefit amount in accordance with the written terms of the applicable life insurance plan then in effect and subject to the plan sponsor’s continuing right to change the terms of the life insurance plan, as discussed in more detail above.

36. Also included with the Bogue Response is a copy of a benefits summary from Metropolitan Life that Ms. Bogue received in 1989. The letter clearly states that the benefits are administered “[u]nder the provisions of the General Motors Life and Disability Benefits Program.” Ms. Bogue was therefore on notice that the terms of her benefits were subject to the Welfare Benefits Plan, and it was to the Welfare Benefits Plan that she had to look to in order to confirm the terms under which her Welfare Benefits were being provided. During the course of her employment, Ms. Bogue and all similarly situated employees received summary plan descriptions describing the terms of their Welfare Benefits each year. Upon retirement, Ms. Bogue and similarly situated retirees received a summary plan description every five years. In each document, the Debtors reserved the right to modify the terms of the Welfare Benefits Plan at any time.⁶ Ms. Bogue was therefore on notice that her Welfare Benefits were subject to change, as indicated by the letter that she submitted with her Welfare Benefits Claim.

⁶ See Declaration of Joseph H. Smolinsky in Support of Motors Liquidation Company GUC Trust's Reply to Responses to the 83rd Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and

37. No additional documentation is provided in either Proof of Claim No. 3201 or the Bogue Response to support Ms. Bogue's assertions. Further, the GUC Trust is not aware of any documentation or facts supporting Ms. Bogue's Welfare Benefits Claim. The Bogue Response does not provide any additional support for her Welfare Benefits Claim. For the reasons set out above, the GUC Trust respectfully submits that the Bogue Response should be overruled, and Ms. Bogue's Welfare Benefits Claim should be disallowed and expunged.

Conclusion

38. Because (i) ERISA recognizes that employers are free to amend or terminate welfare benefits, (ii) the Debtors had explicitly reserved their right to amend, modify or terminate the Welfare Benefits (including the Continuing Life Insurance Benefit) at any time, (iii) the Retiree Servicing Center Letter submitted by Ms. Bogue does not establish any contractual rights to vested Continuing Life Insurance Benefits, and (iv) Ms. Bogue has not provided evidence of any permanent contractual right to vested Welfare Benefits; the Debtors and the GUC Trust have no liability for the Welfare Benefits Claim. The GUC Trust reiterates that the Bogue Response has not provided any legal or factual support for the Welfare Benefits Claim, which cannot be afforded prima facie validity under the Bankruptcy Code. Accordingly, the Welfare Benefits Claim should be disallowed and expunged in its entirety.

Executive Employees) (Proof of Claim No. 62922 filed by Claimant Linda K. Bellaire) at ECF No. 11453 for a copy of Summary Plan Descriptions sent to General Motors Corporation retirees. Page 2 of the Summary Plan Description explicitly states, "General Motors Corporation reserves the right to amend, change, or terminate the Plans and Programs described in this booklet."

WHEREFORE, for the reasons set forth above and in the Omnibus Objection, the GUC Trust respectfully requests that the Court grant the relief requested in the Omnibus Objection and such other and further relief as is just.

Dated: New York, New York
June 5, 2012

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Motors Liquidation
Company GUC Trust

Exhibit 1

181st Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)					
No.	Proof of Claim No.	ECF No.	Name	Total Claimed	Summary
1.	3201	9378	Bogue, Jane C.	\$19,172.00 (U)	Ms. Bogue's response notes that she worked for GMAC for over 32 years, and was promised \$29,172 in life insurance for the rest of her life. Mrs. Bogue provided a letter from the General Motors National Benefit Center supporting her response.

Exhibit 2

01148715
APS0549221761



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One) Case No</p> <p><input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) 09-50027 (REG)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)</p> <p><input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.) 09-13558 (REG)</p> <p><small>NOT: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small></p>		<p style="text-align: center; border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> THE GARDEN CITY GROUP, INC. OCT 5 2009 </p> <p><u>Your Claim is Scheduled As Follows.</u></p> <p>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) BOGUE JANE C</p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number _____ (If known)</p> <p>Filed on _____</p>	
<p>Name and address where notices should be sent</p> <p>BOGUE, JANE C 1818 BUCKNER DR LONGVIEW, TX 75804-2406</p>	<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p>	
<p>Name and address where payment should be sent (if different from above)</p> <p style="text-align: center;">FILED - 03201 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p> <p>Telephone number _____</p>	<p>1 Amount of Claim as of Date Case Filed, June 1, 2009 <u>\$ 19,172.00</u></p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p> <p>2 Basis for Claim <u>My life insurance \$29,178.00 + now they have reduced it to \$10,000.00.</u></p> <p>3 Last four digits of any number by which creditor identifies debtor _____</p> <p>3a Debtor may have scheduled account as _____ (See instruction #3a on reverse side)</p> <p>4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe _____</p> <p>Value of Property \$ _____ Annual Interest Rate _____ %</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p> <p>6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment _____</p>	
<p>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 507(b)(9) & 507(a)(2)</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)() _____</p> <p style="text-align: center;">Amount entitled to priority \$ _____</p> <p><small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small></p>		
<p>Date <u>10-1-09</u></p>	<p>Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p style="text-align: center;"><u>Jane C. Bogue</u> Jane C. Bogue</p>	
<p>FOR COURT USE ONLY</p>		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 PM (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6. Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (RLG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (RLG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorshliquidation.com.

Met Life
P.O. Box 14406
Lexington, Ky. 40611-4406

8-11-09

Jane C. Bogue SS# 463-46-9143

Ref: Reduction of Basic Life Insurance -
Complaint

1

J M.

8-11-09
SS# 467-46-9143

As you can see on the enclosed
papers, I have been told since
1989 that I would have \$29,172.00
in life insurance for the rest
of my life - Now, I'm 74 years
old & you tell me that I'm really
only going to have \$10,000.00.
Please tell me you are going to
make this right for me or that
I need to take some other action -

Sincerely,

Jane C. Bogue
1818 Buckner
Longview, Tex. 75604
903-759-5925

*Do Not
Destroy*

**General Motors National Benefit Center
Benefit Services Group
Regional Personnel Administration
P.O. Box 5152
Southfield, MI 48086-5152**

December 10, 1991

JANE C BOGUE
1818 BUCKNER ST
LONGVIEW, TX 75604-2406

Dear JANE C BOGUE,

As a retiree of General Motors with 10 or more years of participation in the Life and Disability Benefits Program, you are eligible for Continuing Life insurance.

Our insurance records show your Continuing Life insurance has now fully reduced to the ultimate amount of **\$29,172.00**. This ultimate amount will remain in effect for the rest of your life and is provided by General Motors at no cost to you.

IMPORTANT: YOU SHOULD KEEP THIS NOTICE WITH YOUR OTHER VALUABLE PAPERS.

If you have any questions regarding this letter, you may call the General Motors National Benefit Center toll-free, 1-800-633-3900, or write to:

General Motors National Benefit Center
Benefit Services Group
Regional Personnel Administration
P.O. Box 5152
Southfield, MI 48086-5152

Retirees currently serviced by the National Retiree Servicing Center may continue to call that number for assistance.

Always include this Social Security number, **463-46-9143**, in all your correspondence.

Benefit Services Group



To

Date **11/89**

Subject Continuing Life Insurance for Salaried Retirees with 10 or more Years of Participation

Under the provisions of the General Motors Life and Disability Benefits Program, the amount of your Basic Life Insurance in effect at age 65, or upon retirement, will reduce as follows

- If you last worked prior to July 1, 1985, or if you retire under the total and permanent disability provision of any GM Retirement Program regardless of the date you last worked, reductions will commence on the first day of the month following the month in which your 65th birthday occurs
- If you last worked on or after July 1, 1985, reductions will commence the earlier of the effective date of your retirement (other than for total and permanent disability) and the first day of the month following the month in which your 65th birthday occurs

Basic Life Insurance will be reduced by the same amount each month until the fully reduced amount of your Continuing Life Insurance is reached

Your insurance records, as maintained by Metropolitan Life Insurance Company, show the following information

- 1 Retiree's name **J C BOGUE**
- 2 Social Security number **463 46 9143**
- 3 Years of Participation **31**
- 4 Amount of your Basic Life Insurance in effect the month prior to the first reduction \$ **62,400.00**
- 5 Month and year of first reduction **10/89**
- 6 Amount of each monthly reduction (2% of Item 4) \$ **1,248.00**
- 7 Month and year of final reduction **1/92**
- 8 Fully reduced amount of your Continuing Life Insurance \$ **29,172.00**

Important: Keep this notice with your other valuable papers

If you have any questions regarding your Continuing Life Insurance, please contact

Metropolitan Life Insurance Company
14000

9 81900



Perm. Grand 5#
7-23-09

Met Life
1-888-543-3461

U.S. Benefit Modifications

Dear GM Retiree

As part of GM's announcements on June 1st, we acknowledged some of the significant sacrifices that our salaried employees and retirees will be making to support the reinvention of General Motors. We also communicated that we would be reducing the obligations for certain retiree benefits by roughly two-thirds.

We have now finalized the changes that we need to make in order to achieve the required two-thirds reduction. As promised, I am sharing this information with you as quickly as possible. These are very difficult changes to make, but unfortunately necessary to position the New GM to win – and win now. These changes are described below. As always, all benefits are at all times subject to the terms of each plan.

Basic Life Insurance in Retirement

1-2009
For current retirees eligible for Basic Life Insurance in retirement (those whose service date was prior to January 1, 1993) the amount of Basic Life Insurance provided by GM is being reduced to \$10,000 (retirees with less than \$10,000 will remain at that level of life insurance). This change will be effective on the first of the month following the New GM sale closing.

Retirees impacted by these reductions will have an opportunity to supplement their remaining employer provided Basic Life Insurance by enrolling in a Voluntary Life Insurance program through MetLife. This program will not require "proof of good health". Enrollment for this program will be in the third quarter of this year.

During the first two years of participation in the program, the death benefit available will be equal to the amount of the premiums paid. Following two years of premium contributions, the full amount of coverage elected will be payable in the event of your death. Details regarding the program will be mailed to you from MetLife in the third quarter.

Non Medicare Retiree Health Care

Effective January 1, 2010, the General Motors Salaried Health Care Program will be further modified for salaried retirees, surviving spouses and their eligible dependents. Individuals impacted by this change include:

- Salaried retirees, surviving spouses and their dependents eligible to enroll or who currently are enrolled in the GM Salaried Health Care Program, and
- Current employees who are eligible to enroll in the GM Salaried Health Care Program upon retirement.

The new plan design will include benefits and coverages for medical and prescription drugs only, and dental, vision, and extended care coverage will be cancelled. Cost sharing provisions (e.g., monthly contributions, deductibles, coinsurance and out of pocket maximums) will increase substantially.



APS2080876884
01148715

BALLOT # 224

PLEASE COMPLETE THE FOLLOWING

ITEM 1 Amount of General Unsecured Claim. For purposes of voting to accept or reject the Plan, the undersigned holds a General Unsecured Claim against the Debtor listed below in the amount set forth below

Claim Amount	\$19,172.00
Debtor	MOTORS LIQUIDATION COMPANY

ITEM 2 Vote on the Plan. The undersigned holder of a Class 3 General Unsecured Claim in the amount set forth in Item 1 above hereby votes to

Check one box



Accept the Plan

01-05-11 P12:03 IN



Reject the Plan

ITEM 3 Acknowledgement and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the General Unsecured Claim identified in Item 1 above and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Print or Type Name of Claimant

Jane C. Bogue

Social Security or Federal Tax I D No of Claimant

463-46-9143

Signature

Jane C. Bogue

Name of Signatory (if different than claimant)

If by Authorized Agent, Title of Agent

Street Address

1818 Buckner

City, State, and Zip Code

Longview, Texas 75604

Telephone Number

903-759-5925

E-mail Address

Date Completed

12-29-10

Please check one or both of the below boxes, if the above address is a change of address for the purpose(s) of

☐ future notice mailings; **AND/OR** ☐ distributions





APS2080876884
01148715



BOGUE, JANE C
1818 BUCKNER DR
LONGVIEW TX 75604-2406

11927

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
-----X		

**BALLOT FOR ACCEPTING OR REJECTING AMENDED
JOINT CHAPTER 11 PLAN OF MOTORS LIQUIDATION COMPANY
(F/K/A GENERAL MOTORS CORPORATION) AND ITS AFFILIATED DEBTORS**

CLASS 3 (GENERAL UNSECURED CLAIMS)

Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “Debtors”), each of which is identified below, are soliciting votes with respect to the Debtors’ Amended Joint Chapter 11 Plan, dated December 7, 2010 (as it may be amended, the “Plan”), from the holders of certain impaired claims against the Debtors. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Plan. If you have any questions on how to properly complete this Ballot, please call the Debtors’ voting agent, The Garden City Group, Inc. (the “Voting Agent”), at 703-286-6401.

This Ballot is to be used for voting by holders of Class 3 General Unsecured Claims. **In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to the Voting Agent at the following address, so as to be received no later than February 11, 2011 at 5:00 p.m. (Eastern Time) (the “Voting Deadline”), unless such time is extended by the Debtors:**

If by overnight or hand delivery: The Garden City Group, Inc 5151 Blazer Parkway, Suite A Dublin, OH 43017 <u>Attn</u> Motors Liquidation Company Balloting Center	If by standard mailing: The Garden City Group, Inc P O Box 9386 Dublin, OH 43017-4286 <u>Attn</u> Motors Liquidation Company Balloting Center
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This Ballot is solely for the purpose of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 3 General Unsecured Claims

Identification of Debtor Entities

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in the Past 8 Years
Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026	38-0572515	General Motors Corporation GMC Truck Division NAO Fleet Operations GM Corporation GM Corporation-GM Auction Department National Car Rental National Car Sales Automotive Market Research
MLCS, LLC (f/k/a Saturn, LLC)	09-50027	38-2577506	Saturn, LLC Saturn Corporation Saturn Motor Car Corporation GM Saturn Corporation Saturn Corporation of Delaware
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028	38-2755764	Saturn Distribution Corporation
MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558	20-1426707	Chevrolet-Saturn of Harlem, Inc
Remediation and Liability Management Company, Inc	09-50029	38-2529430	Uptown Land Development Corporation
Environmental Corporate Remediation Company, Inc	09-50030	41-1650789	GM National Hawaii, Inc NCRS Hawaii, Inc

**VOTING INSTRUCTIONS FOR COMPLETING THE
BALLOT FOR HOLDERS OF CLASS 3 GENERAL UNSECURED CLAIMS**

- 1 This Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement for the Plan, dated December 8, 2010 (as it may be amended, the “**Disclosure Statement**”), including all exhibits thereto. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
- 2 The Plan will be accepted by Class 3 (General Unsecured Claims) if it is accepted by the holders of two-thirds in dollar amount and more than one-half in number of Claims in Class 3 voting on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 3 and all other Classes of Claims rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting on the Plan, those holders who reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, whether or not they vote and whether or not they accept the Plan.
- 3 **To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by no later than February 11, 2011 at 5:00 p.m. (Eastern Time) (the “Voting Deadline”), unless such time is extended in the discretion of the Debtors.** Ballots must be delivered to the Voting Agent at the following address:

If by overnight or hand delivery:	If by standard mailing:
The Garden City Group, Inc 5151 Blazer Parkway, Suite A Dublin, OH 43017 <u>Attn:</u> Motors Liquidation Company Balloting Center	The Garden City Group, Inc P O. Box 9386 Dublin, OH 43017-4286 <u>Attn:</u> Motors Liquidation Company Balloting Center

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

- 4 To properly complete the Ballot, you must follow the procedures described below:
 - a Make sure that the information contained in Item 1 is correct,
 - b If you have a Claim in Class 3 (General Unsecured Claims), cast one vote to accept or reject the Plan by checking the appropriate box in Item 2,
 - c If you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing. By submitting the Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act),

- d If you also hold Claims in a Class other than Class 3 (General Unsecured Claims), you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot,
- e If more than one timely, properly completed Ballot is received, only the Ballot that bears the earliest date will be counted, unless the holder of the Claim receives Bankruptcy Court approval to have the Ballot that bears the latest date counted,
- f If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately,
- g Provide your name and mailing address,
- h Sign and date your Ballot, and
- i Return your Ballot with an original signature using the enclosed pre-addressed return envelope

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT AT 703-286-6401. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

*Jane C. Bogue
1818 Buckner
Longview, Tex. 75604*

LAST CLASS
SERVING FAST TX EVERYWHERE
31 DEC 2010 5M

NO POSTAGE
NECESSARY
IF MAILED
IN THE
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DUBLIN OH

POSTAGE WILL BE PAID BY ADDRESSEE

THE GARDEN CITY GROUP, INC
ATTN MOTORS LIQUIDATION CO BALLOTING CENTER
PO BOX 9386
DUBLIN OH 43017-9957

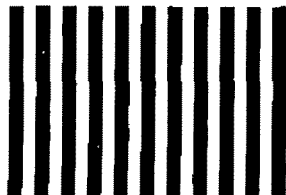


Exhibit 3

Hearing Date and Time: March 1, 2011 at 9:45 a.m. EST

Jane C. Bogue
1818 Buckner St
Longview, Texas 75604-2406

Phone: 903-759-5925
e-mail: janebogue@yahoo.com

Retired salaried employee of General Motors
with unsecured claim for life insurance benefits
Claim No. 3201. Page 2, Exhibit A, Debtor's 181st Omnibus Objection to Claims

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
MOTORS LIQUIDATION COMPANY, et al.,	:
f/k/a General Motors Corp., et al.	:
	:
Debtors.	:
-----X	

Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

Response to the **NOTICE OF DEBTORS' 181st OMNIBUS OBJECTION TO CLAIMS**,
dated January 26, 2010.

I am appealing the reduction in my life insurance. I worked for GMAC for over 32 years and was promised that I would have \$29,172 in life insurance for the rest of my life. Attached are letters from Metropolitan Life and GM Benefits that prove this.

I am now 74 years old, retired, widowed and am being told that I have only \$10,000 of life insurance.

Someone should be able to see that this is not right.

I pray that the Court will correct this wrong doing and award me and others enough money to pay for the life insurance we were promised.

Dated: Longview, Texas
February 17th, 2011

/s/ Jane C. Bogue
Jane C. Bogue